

Terms and Conditions of AuroraX PVT Ltd (BharatX Services)

1. About Us

- a. BharatX offers a technology platform on third party Merchant websites or applications to facilitate payment checkouts. The services offered by BharatX include, but are not limited to, a tab or option on a third party Merchant website or application for transactions facilitated by BharatX on such a website or application. BharatX empowers its users with the ability to Buy Now, Pay Later. It further provides an obstacle-free payment service, eliminating the need for a credit card or switching apps for a payment via UPI.
- b. The Platform is owned and operated by AuroraX Pvt. Ltd. (the “**Company**”) incorporated under Indian Companies Act, 2013 with registered office at [Plot No. 107, 9th ST, Dr. Kalaingar Nagar, Tiruvottiyur, Chennai, Tamil Nadu 600019].
- c. Any reference to “you” or “your” or “user” or “customer” (if applicable) refers to you as a user of the Platform(s) and its Services; and any reference to “we”, “our” and “us” shall refer to AuroraX and the “service provider” shall mean the provider of the Services on the Platform(s).

2. Terms of Use

- a. This document is an electronic record within the meaning Rule 3(1) of the Information Technology (Intermediary Guidelines) Rules, 2011. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- b. These terms of use (together with the documents referred to in it) (“**Terms**”) are the terms on which the User may use the website located at the URL <https://bharatx.tech/>, mobile application and API (“**Platform(s)**”) at merchant payment checkouts. Use of the Platform(s) includes accessing, browsing, or

registering to use the Website. Please read these Terms carefully before you start to use the Website. AuroraX recommends that the User should print a copy of this agreement for future reference.

- c. By using the Platform(s), you confirm that you accept the Terms of the agreement and that you agree to comply with them.
- d. If you do not agree to these Terms, you must not use the Platform(s). If you do not agree with any amendments made to these Terms at any time in future, you must stop using the Platform(s) with immediate effect.

3. Definitions

- a. **“Applicable Law”** refers to all provisions of constitution, statutes, rules, regulations, and orders of governmental bodies or regulatory agencies, whether by law or by virtue of contract, to such person, and all orders and decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which it is bound.
- b. **“Merchant”** refers to any platform where BharatX is provided as a payment option.
- c. **“Service/ BharatX Service”** includes all platforms and facilities provided by AuroraX which allows User to use The Service(s) which are individually or collectively provided on Platform(s) referred to as BharatX. (Cross reference)
- d. **“Products”** refers to good and/or services provided by the Merchants on their respective shop, website, e-commerce platform and mobile applications.
- e. **“User”** refers to any legal person(s) eligible to enter into a contract as per the Indian Contract Act, 1872. (As defined in Section 9)
- f. **“Platforms”** refers to the website/application owned by AuroraX and any other third party API.

4. Additional Terms

- a. These Terms refer to, incorporate, and include the following additional terms, which also apply to user of the Website and to the third party service provider:
- b. Our Privacy Policy [<https://bharatx.tech/privacy-policy.pdf>], which sets out the terms on which we process any personal data we collect from you, or

that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

- c. Our Acceptable Use Policy [<https://bharatx.tech/acceptable-use.pdf>], which sets out the permitted uses and prohibited uses of the Website. When using the Website, you must comply with this Acceptable Use Policy.

5. BharatX Services

- a. AuroraX offers a technology platform on third party Merchant websites or applications to facilitate payment checkouts. The services offered by BharatX include, but are not limited to, a tab or option on a third party Merchant website or application for transactions facilitated by BharatX on such a website or application.
- b. BharatX will facilitate the payment to the Merchant, on their website/application, provided that the User represents to make the payment at the specified date. For the purposes of the Service(s), BharatX holds the right to auto-deduct the amount due from the specified bank account of the User through NACH e-mandate, on non-payment of dues.
- c. BharatX is a payment facilitator, and not a Merchant. BharatX does not provide any products, and only facilitates the payment for Product(s) from third party merchant websites/applications. At no point during the transaction period will BharatX claim ownership or possession of any Product or service being purchased from a third-party merchant website/application.
- d. By agreeing to the terms and conditions, you accept that for the purposes of the Service, AuroraX, may work in association with financial institutions (Including but not limited to the financial institutions which AuroraX has partnered with), at any point during the discharge of the Service(s). The discharge of any, or whole of the service may be delegated to a financial institution, as determined by AuroraX from time to time.
- e. AuroraX may maintain records of:
 - i. Transactions entered into by the User on a merchant website/application using the Service, and any amount due by the User. These records shall

not be disputed, and must be treated as final proof of any amount due to AuroraX, for the purposes of any transaction facilitated by the same.

- ii. Including, but not limited to, documents, drafts, agreements, promissory instruments, and any other documentation that relate to the purchase of a product or service from the merchant website/application for the purposes of the Service.

- f. AuroraX, holds the discretion to stop, either permanently or temporarily, the provision of the Service(s) at any time without prior notice to the User.
- g. AuroraX reserves the right to block the use of the Service(s) on the merchant website/application if it is of the opinion that the use is not by an authorized User and/or is not genuine.
- h. By agreeing to the terms and conditions, you hereby agree that AuroraX will not be held liable for any failure of payment on the Merchant website/application due to (including, but without limitation), any act or omission on the part of the Merchant, or any technical issues therewith. Further, AuroraX is not to be held liable for any omission on the part of the User for the purposes of the Service(s).

6. Payment Conditions

- a. The User agrees that by clicking on the tab or option provided by BharatX Service(s) at the payment stage on a Merchant website/application, the User has affected a transaction with respect to the Product sold on the Merchant website/application. This transaction is recoverable by AuroraX from the User, and the right of AuroraX to recover such amount ceases once payment is made.
- b. The User shall make payments for the purchases made via Service in the following manner: a) For purchases made between the 1st and 15th of a month, the amount will be deducted from the assigned bank account of the User, latest by the 20th of that month; and b) For purchases made between the 16th and 30th (or 31st) of a month, the payment will be deducted from the assigned bank account of the User, latest by the 5th of the successive month.

- c. AuroraX, or its representatives may notify (including but not limited to the means of post, emails, SMS, phone calls, automated phone calls) the User at any time regarding the details of payments due. The User agrees to the sufficiency of such notification and agrees to make the payments due forthwith upon such notification.
- d. The User agrees that the amount due to AuroraX will directly be deducted from the account of the User by the due date, specified by BharatX Services as per the terms of this agreement.
- e. By agreeing to these terms and conditions, the User agrees that the specified bank account of the User shall have sufficient funds to cover the amount due to AuroraX for the use of the Service. If due to insufficiency of amount due in the account of the User, or by any other reason by which BharatX Services is unable to deduct the amount due by the User to AuroraX, then the User agrees to pay a fine of up to 3% of the amount due, applicable on a monthly basis, in addition to taxes under Applicable Law subject to the discretion of AuroraX.
- f. The User agrees that AuroraX is entitled to gather information, in accordance with Applicable Laws, from third parties, in respect of the User for the purpose of collection of amounts due from the User.
- g. The User agrees that AuroraX reserves the right to engage third party collection agencies for the purpose of collection of the amount due by the User to AuroraX by using the Service. Any pertinent information of the User that may be required for such collection purpose, can be shared with such third party agency.
- h. The User agrees that AuroraX is entitled to report any information relating to non-payment of amounts due from the User to credit bureaus or any other person having the authority to collect such information in accordance with Applicable Law.
- i. The User account shall be automatically suspended post 120 days of failure to pay the statement amount from due date. AuroraX reserves the right to suspend the account and subsequently make it live as per its own discretion.

7. User accounts, offers and promotions

- a. AuroraX shall collect User data including but not limited to the name, email-id, address, contact details etc. to facilitate the Service by creating an account of the User. AuroraX shall also collect relevant user data from the Merchants for a better and comfortable experience of its Services.
- b. The collection, verification, audit and maintenance of correct and updated User information is a continuous process . Accordingly, AuroraX reserves the right to take necessary steps to ensure User compliance with all relevant verification requirements, as determined by AuroraX from time to time.
- c. By agreeing to these terms & conditions, you confirm that all information provided by the User for availing the Bharatx Service is correct and updated. AuroraX may verify the information provided by the User and can refuse or terminate the Service, without any reason being notified for the same. Further, AuroraX reserves the right to terminate the Service without any prior notice on account of misuse and/or misrepresentation of any information provided by the User or any other violation of the Applicable Law by the User.
- d. All User account credentials provided by the User are created and owned by AuroraX. Any promotional discounts, offers and reward points accumulated or likes of such provided by any Merchant can be revoked without prior notice in the event of suspicious account activity or malafide intent/conduct of the User. In the case where the system is unable to establish a unique identity of the User against the credentials provided to AuroraX, the account will stand suspended indefinitely. AuroraX will reserve every right to suspend the account of such User in the above scenario and will have no liability to share any account information/details whatsoever.

8. Changes to these terms and services

- a. We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

- b. We may, without prior notice, change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to users generally; or create usage limits for the Services.

9. Changes to the Platform(s)

- a. We may update the Platform(s) from time to time, and may change the Content at any time. In these Terms, the term (“**Content**”) means any design, layout, text, images, graphics, sound, video etc. or other information, material or files including, without limitation, names or likenesses (all whether concerning you or a third party) or other materials uploaded by the users of the Platform(s) (as a contributor), third party service providers or by us. However, please note that any of the Content on the Platform(s) may be out of date at any given time and we are under no obligation to update it.
- b. We do not guarantee that the Platform(s), or any Content on it, will be free from errors or omissions.

10. Accessing the Platform(s)

- a. We do not guarantee that your use of the Platform(s), or any Content on it, will always be available or be uninterrupted. Access to the Platform(s) is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Platform(s) without notice. We will not be liable to you if for any reason the Platform(s) are unavailable at any time or for any period.
- b. You are also responsible for ensuring that all persons who access the Platform(s) through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

11. User(s) Agreement

- a. This agreement applies to User(s) as defined in Clause 2. It also applies to any legal entity which may be represented by the User under actual or apparent authority. User(s) may use this site solely for personal or internal purposes. This

agreement applies to all services offered on the Platform(s), collectively with any additional terms and conditions that may be applicable to the specific service used/accessed by User(s).

12. Registered Users

- a. To become a registered User(s) there is a proper procedure which is for the convenience of user(s) so that they can easily log-in and log-out.
- b. User(s) may become a registered User(s) by filling an on-line registration form on the web site by giving desired information (name, contact information etc.). BharatX Services will establish an account ("Account") for the user(s) upon registration and assign a user alias ("User ID") and password ("Password") for log-in access to your Account. BharatX Services may or may not assign user(s) upon registration a web-based email/message/WhatsApp/Call account with limited storage space to send or receive email/messages. Users will be responsible for the content of all the messages communicated through the Email Account, as well as the consequences of any such message. The User may review the personal information provided to BharatX for the purposes of the Service(s) and make any desired changes to the information, or to the settings for your account on the Platform, at any time by logging in to your account and editing the information on your profile page.
- c. You represent and warrant that if you are an individual, (i) you are over eighteen years of age, or (ii) that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms and register for the Services, in accordance with the laws of India. Any person under the age of eighteen (18) years accessing the Website should do so only under parental guidance. If we change the eligibility criteria to be registered with the Platform and you no longer comply with the new eligibility criteria, as determined by us in our sole discretion, you accept that we may close your Account without any liability for us. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is

prohibited and, in such circumstances, you agree not to use or access the Website or Services in any way.

- d. By becoming a Registered User, you consent to the inclusion of your personal data in our online database and authorize AuroraX to share such information with other user(s). AuroraX may refuse registration and deny the membership and associated User ID and Password to any user for whatever reason. AuroraX may suspend or terminate a Registered membership at any time without any prior notification in interest of AuroraX or general interest of its visitors/other members without giving any reason thereof. Further, the Registered User(s) shall not be a part or be affiliated with or of AuroraX in any way.
- e. If you know or suspect that anyone other than you knows or has unauthorized access to your Account Information or any part of it, you must promptly notify us by sending us an e-mail at support@bharatx.tech. We are not liable for any losses or other consequences of unauthorised use of your account.
- f. AuroraX reserves the right to alter and choose between any communication platform mentioned in this agreement, or otherwise.

13. User Responsibilities

- a. These Terms govern your behaviour on the Platform and set forth your obligations. The user and the third party service provider agree and confirm to the following responsibilities:
- b. The User shall comply with all the obligations set forth in these Terms.
- c. The User will use the Service(s) rendered by us for lawful purposes only and comply with these Terms and all applicable laws while using and transacting on the Platform(s).
- d. The User is responsible for safeguarding the password that you use as a part of your Account Information to access the Services and for any activities or actions under your Account. We encourage you to use “strong” passwords preferably using a combination of upper and lower case letters, numbers and symbols with your Account and comply with the password policy and guidelines of the

company at all times. AuroraX will not be liable for any loss or damage arising from your failure to comply with this instruction.

- e. Provide us with only such information that is true and accurate to the best of your knowledge. If, after investigation, AuroraX has reasonable grounds to suspect that your information is untrue, inaccurate, not current or incomplete, we may suspend or terminate that member's account and prohibit any and all current or future use of the site (or any portion thereof) by you other than as expressly provided herein.

14. Failure or delay in services by the service provider

- a. AuroraX (including its and their directors, employees, affiliates, agents, representatives or subcontractors) shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of god, riots, armed conflicts, acts of war, or other like causes. AuroraX shall have no responsibility to provide you access to this platform while interruption of this platform is due to any such cause shall continue.

15. Third Party Content and Services

- a. AuroraX may provide, on its site, links to sites operated by other entities. If the user decides to view this site, they shall do so at their own risk, subject to that site's terms and conditions of use and privacy policy that may be different from those of the Platform. It is the user's responsibility to take all protective measures to guard against viruses or other destructive elements they may encounter on these sites. AuroraX makes no warranty or representation regarding, and does not endorse any linked website or the information appearing thereon or any of the products or services described thereon. Further, the User's interactions with organizations and/or individuals found on or through the service, including payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the user and such organization and/or individual. The User should make whatever

investigation they feel necessary or appropriate before proceeding with any offline or online transaction with any of these third parties.

16. Intellectual Property Rights

- a. AuroraX and its Service(s) are protected by copyright, trademarks, patents, trade secrets and/or other intellectual property laws. No information, content or material from the Platform(s) including, not limited to, all of the page headers, images, illustrations, graphics or text, data generated, trademarks, trade names may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without AuroraX's express , subject to permission. You are hereby given a limited license to use the Services(s), subject to your agreement of these Terms, all of the above mentioned information, content, or material belongs to AuroraX.
- b. AuroraX is the sole owner of the underlying source code associated with the Platform(s) and all the trademarks, copyright and any other intellectual property rights of any nature in the product.
- c. When you upload, submit, send or receive information that may include feedback to or through our Platform(s), you agree to give AuroraX perpetual license to, including but without limitation, use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, display and distribute such information. The rights you grant in this license are for the limited purpose of operating, promoting, and improving the Services(s), and to develop new ones. This license continues even if you stop using the Platform(s).

17. Arrangement between you and the issuing bank

- a. All valid payment instruments are processed using appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between You and the respective issuing bank and the payment instrument issuing company.
- b. All online transactions from valid bank accounts are processed using the gateway provided by the respective issuing bank which supports the payment facilities to provide such services to You. All such transactions are also governed by the terms and conditions agreed between You and the respective issuing bank.

18. Limitation of our Liability

- a. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Platform(s) or any Content on it, whether express or implied.
- b. AuroraX will not be liable to any User for any direct, indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - i. use of, or inability to use, the Platform; or
 - ii. use of or reliance on any Content displayed on the Platform.
 - iii. use of the Services provided through the Platform
 - iv. loss of profits, sales, business, business opportunity or revenue;
 - v. business interruption;
 - vi. loss of anticipated savings;
 - vii. loss of business opportunity, goodwill or reputation; or

19. Indemnification

- a. To the maximum extent permitted by applicable Law, the User shall indemnify and hold harmless AuroraX, its owners, promoters, partners, service providers, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms, or your violation of the applicable Law or the rights (including infringement of intellectual property rights) of a third party.

20. Governing Law and Dispute resolution

- a. The User Terms shall be governed by, and construed in accordance with, the laws of India. The parties agree that the courts of Chennai shall have exclusive jurisdiction over any dispute arising from or relating to the User Terms and/or the Website.
- b. By agreeing to the terms and condition, you hereby, expressly consent to the exclusive jurisdiction of said courts and waive any objection to such personal jurisdiction based on forums non conveniens or any other basis.